

EXHIBIT A



NOTICE OF MECHANIC'S LIEN

To the Clerk of the County of New York

and all others whom it may concern:

Please Take Notice, that Gensler Architecture, Design & Planning, P.C.

as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are
- Gensler Architecture, Design & Planning, P.C.

Madeline Burke-VigelandNYS Architecture License No. 18200being a (~~partnership~~) (corporation) composed of professionalwhose business address is at 1230 Avenue of the Americas, Suite 1500, NY, NY 10020and whose principal place of business is at 1230 Avenue of the Americas, Suite 1500, NY, NY 10020

- (1a) The name and address of lienor's attorney, if any
- N/A

- (2) The owner of the real property is
- Lehman Brothers, Inc. (Tenant)/BP 399 Park Avenue LLC
- Boston
-
- and the interest of the owner as far as known to the lienor(s) is
- Properties Limited Partnership

- (3) The name of the person by whom the lienor(s) was (
- ~~was~~
-) employed is
- Lehman Brothers, Inc.

The name of the person to whom the lienor(s) furnished or is (are) to furnish material or for whom the lienor(s) performed or is (are) to perform professional services is Lehman Brothers, Inc.The name of the person with whom the contract was made is Lehman Brothers, Inc., Christine Wilde, VP

- (4) The labor performed was
- Architectural Services (4th, 5th & 9th Floors Lisa DiMoulos, VP

The material furnished was Reimbursable Expenses (printing, etc.)The materials actually manufactured for but not delivered to the real property are N/AThe agreed price and value of the labor performed is \$ 350,587.00The agreed price and value of the material furnished is \$ 10,807.82The agreed price and value of the material actually mfd. for but not delivered to the real prop. is \$ 0Total agreed price and value \$ 361,394.82

- (5) The amount unpaid to the lienor(s) for said labor performed is \$
- 29,767.90

The amount unpaid to the lienor(s) for said material furnished is \$ 256.20The amount unpaid to lienor(s) for material actually mfd. for but not delivered to the real prop. is \$ 0Total amount unpaid \$ 30,024.10The total amount claimed for which this lien is filed is \$ 30,024.10

- (6) The time when the first item of work was performed was
- 9/30/2007

The time when the first item of material was furnished was 11/19/2007The time when the last item of work was performed was 9/04/2008The time when the last item of material was furnished was 9/15/2008

- (7) The property subject to the lien is situated in the Borough of
- Manhattan
- County of
- New York

City of New York, on the _____ side of _____ feet and _____ inches _____ of _____, being _____ feet

and _____ inches wide, front and rear by _____ feet and _____ inches deep on each side,

and known as Number 399 Park Avenue (Block 1308, Lot 1101)

That said labor and materials were performed and furnished for and used in the improvement of the real property hereinbefore described. That 8 months (4 months if a single family dwelling) have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

Dated SEPTEMBER 2008MAhumal-lacMBV 9/22/08The name signed must be printed below
Madeline Burke-Vigeland

STATE OF NEW YORK, COUNTY OF

SS.:

INDIVIDUAL OR PARTNER

being duly sworn, says that deponent is (one of the co-partnership named in the within notice of lien and) the lienor(s) mentioned in the foregoing notice of lien; that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true.

Sworn to before me on

STATE OF NEW YORK, COUNTY OF NEW YORK

SS.:

PROFESSIONAL CORPORATION

MADELINE BURKE-VIGELAND
that deponent is the PRINCIPAL

being duly sworn, says

of GENSLER ARCHITECTURE DESIGN & PLANNING, P.C.

herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer, to wit, the PRINCIPAL of GENSLER ARCHITECTURE, DESIGN & PLANNING, P.C. which is a N.Y. PROFESSIONAL corporation, and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon deponent's knowledge are as follows:

Sworn to before me on

9-22-08

MARY ANN MURPHY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01MUG116967
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES OCT. 12, 2008

Editor's note: Notice of Mechanic's Lien may be filed at any time during the progress of the work and the furnishing of the materials, or, within eight months (four months if a single family dwelling) after the completion of the contract, or the final performance of the work, or the final furnishing of the materials. The Notice of Mechanic's Lien must be filed in the Clerk's office of the county where the property is situated. If such property is situated in two or more counties, file the Notice of Mechanic's Lien in the office of the Clerk of each county. See Lien Law §10.

EXHIBIT B

NOTICE OF MECHANIC'S LIEN

To the Clerk of the County of New York and all others whom it may concern:

Please Take Notice, that Gensler Architecture, Design & Planning, P.C.

as lienor(s) have and claim a lien on the real property hereinafter described as follows:

- (1) The names and residences of the lienor(s) are Gensler Architecture, Design & Planning, P.C.

Madeline Burke-Vigeland

NYS Architect License No. 18200

being a (~~partnership~~) (~~profession~~) (corporation) composed of

whose business address is at 1230 Avenue of the Americas, Suite 1500, NY, NY 10020

and whose principal place of business is at 1230 Avenue of the Americas, Suite 1500, NY, NY 10020

- (1a) The name and address of lienor's attorney, if any N/A

- (2) The owner of the real property is LB 745 LLC (Building Owner & Ground Lessee) LAND OWNER MBV 9/27/08
and the interest of the owner as far as known to the lienor(s) is Rock-Forty-Ninth LLC (Ground Lessor)

- (3) The name of the person by whom the lienor(s) was (were) employed is Lehman Brothers Inc.
The name of the person to whom the lienor(s) furnished or is (are) to furnish materials or for whom the lienor(s) performed or is (are) to perform professional services is Lehman Brothers Inc.

The name of the person with whom the contract was made is Lehman Brothers Inc., Patricia Begley, SVP

The name of the person for whom professional services were rendered is

- (4) The labor performed was Architectural Services on 13th, 14th & 21st Floors

The material furnished was Reimbursable Expenses - Printing, etc.

The materials actually manufactured for but not delivered to the real property are N/A

The agreed price and value of the labor performed is \$ \$35,900.00

The agreed price and value of the material furnished is \$ 861.22

The agreed price and value of the material actually mfd. for but not delivered to the real prop. is \$ 0

Total agreed price and value \$ \$36,761.22

- (5) The amount unpaid to the lienor(s) for said labor performed is \$ 31,020.00

The amount unpaid to the lienor(s) for said material furnished is \$ 861.22

The amount unpaid to lienor(s) for material actually mfd. for but not delivered to the real prop. is \$ 0

Total amount unpaid \$ \$31,881.22

The total amount claimed for which this lien is filed is \$ 31,881.22

- (6) The time when the first item of work was performed was 6/30/2008

The time when the first item of material was furnished was 7/22/2008

The time when the last item of work was performed was 8/28/2008

The time when the last item of material was furnished was 8/28/2008

- (7) The property subject to the lien is situated in the Borough of Manhattan, County of New York, City of New York, on theside offeet andinches..... of....., being.....feet andinches wide, front and rear byfeet and known as Number 745, Seventh Avenue (Block 1002, Lot 1)

That said labor and materials were performed and furnished for and used, and that the professional services rendered were used, in the improvement of the real property hereinbefore described. That 8 months (4 months if a single family dwelling) have not elapsed dating from the last item of work performed, or from the last items of materials furnished, or since the completion of the contract, or since the final performance of the work, or since the final furnishing of the materials for which this lien is claimed.

Dated 1st SEPTEMBER 2008

MBV 9/27/08

Madeline Burke-Vigeland

The name signed must be printed beneath

Madeline Burke-Vigeland

NYS Architecture License 18200

Verification

STATE OF NEW YORK, COUNTY OF

SS.:

INDIVIDUAL OR PARTNER

being duly sworn, says
that deponent is (one of the co-partnership named in the within notice of lien and) the lienor(s) mentioned in the foregoing
notice of lien; that deponent has read the said notice and knows the contents thereof, and that the same is true to deponent's own
knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent
believes it to be true.

Sworn to before me on

STATE OF NEW YORK, COUNTY OF NEW YORK

SS.:

PROFESSIONAL CORPORATION

MADELINE BURICE - VIGELAND

being duly sworn, says

that deponent is the PRINCIPAL

of GENSER ARCHITECTURE, DESIGN & PLANNING, P.C.

herein, that deponent has read the foregoing notice of lien and knows the contents thereof, and that the same is true to
deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to
those matters deponent believes it to be true. The reason why this verification is made by deponent is that deponent is an officer,
to wit, the PRINCIPAL of GENSER ARCHITECTURE, DESIGN & PLANNING, P.C.,

which is a NY PROFESSIONAL corporation, and deponent is familiar with the facts and circumstances herein.

The sources of deponent's information and the grounds of deponent's belief as to all matters not therein stated upon
deponent's knowledge are as follows:

9/22/08 MAM

Sworn to before me on 9/22/08

MARY ANN MURPHY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01MU6116967
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES OCT. 12, 2008

Editor's note: Notice of Mechanic's Lien may be filed at any time during the progress of the work and the furnishing of the materials,
or, within eight months (four months if a single family dwelling) after the completion of the contract, or the final performance of
the work, or the final furnishing of the materials. The Notice of Mechanic's Lien must be filed in the Clerk's office of the county
where the property is situated. If such property is situated in two or more counties, file the Notice of Mechanic's Lien in the office
of the Clerk of each county. See Lien Law §10.

EXHIBIT C

CONSTRUCTION LIEN CLAIM

TO THE CLERK, COUNTY OF MIDDLESEX:

2008 SEP 23 PM 4: 08

In accordance with the terms and provisions of the "Construction Lien Law," P.L.1993, c.318 (C.2A:44A-1 et al.), notice is hereby given that:

BOOK # 00035

PAGE # 0111

1. **Gensler and Associates/Architects, Inc.** (a Delaware Corporation), with offices at **1230 Avenue of the Americas, Suite 1500, New York, NY 10020**, has on **September 23, 2008** claimed a construction lien against the below stated real property of **Corporate Park Associates and Lehman Brothers Holdings, Inc.** in the amount of **\$42,722.15**, for the value of the work, services, material or equipment provided in accordance with a contract with **Lehman Brothers - Americas** for the following work, services, materials or equipment:

a. Architectural services related to a Tenant Space located at **40 Corporate Place South, Piscataway, New Jersey 08854**.

2. The amount due for work, services, materials or equipment delivery provided by claimant in connection with the improvement of the real property, and upon which this lien claim is based, is as follows:

Total contract amount:	\$3,270,600.00
Amendments to contract:	(\$115,000.00)
Total contract amount and amendments to contract:	\$3,155,600.00
Less: Agreed upon credits:	(\$15,000.00)
Contract amount paid to date:	\$2,761,040.36
Amendments to contract amount paid to date:	\$167,000.00
TOTAL REDUCTIONS FROM CONTRACT AMOUNT AND AMENDMENTS TO CONTRACT:	(\$15,000.00)
TOTAL LIEN CLAIM AMOUNT:	\$42,722.15

Notice of Unpaid Balance and Right to File Lien (if any) was previously filed with the County Clerk of Middlesex County on _____ as No. in Book _____ Page _____.

3. This construction lien is claimed against the interest of **Corporate Park Associates (Owner) and Lehman Brothers Holdings, Inc. (Lessee)** as:

✓ Owner

✓ Lessee

Other (describe):

in that certain tract or parcel of land and premises described as **Block 497.1, Lot 9.04 and 10.01, Plate 43A**, on the tax map of the of **Township of Piscataway, County of Middlesex, State of New Jersey**, for the improvement of which property the aforementioned work, services, materials or equipment was provided. Said property is also known as **40 Corporate Place South, Piscataway, New Jersey 08854**.

4. The work, services, materials or equipment was provided pursuant to the terms of a written contract (or, in the case of a supplier, a delivery or order slip signed by the owner, contractor, or subcontractor having a direct contractual relation with a contractor, or an authorized agent of any of them), dated **May 9, 2006**, between **Gensler and Associates/Architects, Inc. and Lehman Brothers - Americas**.
5. The date of the provision of the last work, services, material or equipment for which payment is claimed is **July 25, 2008**.

NOTICE TO OWNER OF REAL PROPERTY

Your real estate may be subject to sale to satisfy the amount asserted by this claim. However, your real estate cannot be sold until the facts and issues which form the basis of this claim are decided in a legal proceeding before a court of law. The lien claimant is required by law to commence suit to enforce this claim.

The claimant filing this lien claim shall forfeit all rights to enforce the lien and shall be required to discharge the lien of record, if the claimant fails to bring an action in the Superior Court, in the county in which the real property is situated, to establish the lien claim:

1. Within one year of the date of the last provision of work, services, material or equipment, payment for which the lien claim was filed; or
2. Within 30 days following receipt of written notice, by personal service or certified mail, return receipt requested, from the owner requiring the claimant to commence an action to establish the lien claim.

You will be given proper notice of the proceeding and an opportunity to challenge this claim and set forth your position. If, after you (and/or your contractor or subcontractor) have had the opportunity to challenge this lien claim, the court of law enters a judgment against you and in favor of the claimant filing this lien claim, and thereafter you fail to pay that judgment, your real estate may then be sold to satisfy the judgment.

You may choose to avoid subjecting your real estate to sale by doing either of the following:

1. You (or your contractor or subcontractor) can pay the claimant and obtain a discharge of lien claim from the claimant; or
2. You (or your contractor or subcontractor) can cause the lien claim to be discharged by filing a surety bond or making a deposit of funds as provided for in section 31 of P.L.1993, c.318 (C.2A:44A-31).

If you (or your contractor or subcontractor) choose to pay the claimant under 1. above, you will lose your right to challenge this lien claim in a legal proceeding before a court of law.

If you (or your contractor or subcontractor) choose to discharge the lien claim by filing a surety bond or making a deposit of funds as provided in section 31 of P.L.1993, c.318 (C.2A:44A-31), you will retain your right to challenge this lien claim in a legal proceeding before a court of law.

NOTICE TO SUBCONTRACTOR OR CONTRACTOR

This lien has been filed with the county clerk and served upon the owner of the real estate. This lien places the owner on notice that the real estate may be sold to satisfy this claim unless the owner pays the claimed sum to this claimant.

Claimant: **Gensler and Associates/Architects, Inc.** (a Delaware Corporation)

Signed 
Jan L. Gross, Principal

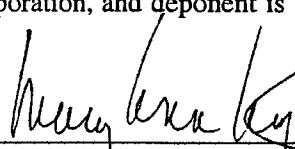
Date: September 23, 2008

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Jan L. Gross, being duly sworn, says that deponent is the Principal of Gensler and Associates/Architects, Inc. herein, that deponent has read the foregoing and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reasons why this verification is made by deponent is that deponent is an officer, to wit, the Principal of Gensler and Associates/Architects, Inc., which is a Delaware corporation, and deponent is familiar with the facts and circumstances herein.

Sworn before me on

9-23-08



Notary Public

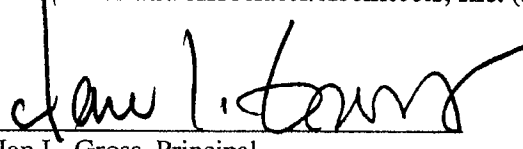
MARY ANN MURPHY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01MUC116967
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES OCT. 12, 2008

CLAIMANT'S REPRESENTATION AND VERIFICATION

Claimant represents and verifies that:

1. The amount claimed herein is due and owing at the date of filing, pursuant to claimant's contract described in the construction lien claim.
2. The work, services, material or equipment for which this lien claim is filed was provided exclusively in connection with the improvement of the real property which is the subject of this claim.
3. This claim has been filed within 90 days from the last date upon which the work, services, materials or equipment for which payment is claimed was provided.
4. The foregoing statements made by me are true, to the best of my knowledge. I am aware that if any of the foregoing statements made by me are false, this construction lien claim will be void and that I will be liable for damages to the owner or any other person injured as a consequence of the filing of this lien claim.

Claimant: **Gensler and Associates/Architects, Inc.** (a Delaware Corporation)

Signed 
Jan L. Gross, Principal

Date: September 23, 2008

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

Jan L. Gross, being duly sworn, says that deponent is the Principal of Gensler and Associates/Architects, Inc. herein, that deponent has read the foregoing and that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged upon information and belief, and that as to those matters deponent believes it to be true. The reasons why this verification is made by deponent is that deponent is an officer, to wit, the Principal of Gensler and Associates/Architects, Inc., which is a Delaware corporation, and deponent is familiar with the facts and circumstances herein.

Sworn before me on

9-23-08


Notary Public

MARY ANN MURPHY
NOTARY PUBLIC, STATE OF NEW YORK
No. 01MUG116967
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES OCT. 12, 2008

EXHIBIT D

M. ARTHUR GENSLER JR. &
ASSOCIATES, INC.

AND WHEN RECORDED MAIL TO

Dennis C. Kong, Esq.
Name1880 Century Park East, 12th Floor
AddressLos Angeles, CA 90067-1621
City & State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANIC'S LIEN
(Claim of Lien)

The undersigned, M. ARTHUR GENSLER JR. & ASSOCIATES, INC. referred to in this Claim of Lien as the Claimant, claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon property located in the County of Los Angeles, State of California, and described as follows:

Lehman Brothers Holdings Inc., 10250 Constellation Blvd., 24th Floor, Los Angeles, California 90067(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED. ALTHOUGH THE STREET ADDRESS IS SUFFICIENT, IT IS ADVISABLE TO GIVE BOTH THE STREET ADDRESS AND THE LEGAL DESCRIPTION)After deducting all just credits and offsets, the sum of \$ 122,446.04(AMOUNT OF CLAIM DUE AND UNPAID)together with interest thereon at the rate of eighteen (18) percent per annum from December 18, 2007(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

is due Claimant for the following labor, services, equipment and/or materials furnished by Claimant:

labor and services related to design and architectural services for tenant improvement work(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is:

Lehman Brothers Holdings Inc., 10250 Constellation Blvd., 24th Floor, Los Angeles, California 90067(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH, CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:

JMB Realty Corporation, 900 North Michigan Ave. Ste. 1400, Chicago, IL 60611; Constellation Place, LLC, 900 North Michigan Ave. Ste. 1400, Chicago, IL 60611.(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)Name of Claimant M. ARTHUR GENSLER JR. & ASSOCIATES, INC

By _____

(SIGNATURE OF CLAIMANT OR AUTHORIZED AGENT AND TITLE)Mr. Joseph P. Harris, Esq., Corporate Counsel for Claimant(NAME OF SIGNER)**VERIFICATION**

I, Joseph P. Harris, the undersigned, declare: I am the Corporate Counsel of M. Arthur Gensler Jr. & Associates, Inc., the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

September, 2008(DATE OF SIGNATURE)

, at _____

Santa Monica, California(CITY, STATE WHERE SIGNED)(SIGNATURE OF THE INDIVIDUAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

EXHIBIT E

Being a tract containing 63,378 square feet of land out of the John Austin Survey, Abstract Number 1, Harris County, Texas, same being all of Block 67, South Side Buffalo Bayou (S.S.B.B.) in the City of Houston. Said tract being more particularly described as follows with all bearings and coordinates being grid and referenced to the Texas Coordinate System, South Central Zone. All distances are surface and may be converted to grid by multiplying by the combined factor of 0.9998208:

COMMENCING at City of Houston Monument 5457-0211D (X=3,153,252.,26. Y=718,451.60). said monument being the centerline intersection of Milam Street (80 feet wide) and Capital Avenue (80 feet wide) from which City of Houston Monument 5457-0310C bears South 57 degrees 09'04" East, 669.50 feet along the centerline of said Capitol Avenue;

THENCE, South 57 degrees 09'04" East, 40.00 feet along the centerline of said Capitol Avenue to a point;

THENCE, North 32 degrees 50'56" East, 40.00 feet to the POINT OF BEGINNING (X=3,153.307.55, Y=718,463.51) of the tract herein described, said point being the intersection of the northerly right-of-way (R.O.W.) line of said Capitol Avenue with the easterly R.O.W. line of said Milam Street, said intersection being the northwesterly corner of Block 67 and the tract herein described;

THENCE, North 32 degrees 50'56" East, 251.50 feet along said easterly R.O.W. line to the southerly R.O.W. line of Texas Avenue (100 feet wide) for the northeasterly corner of Block 67 and the tract herein described;

THENCE, South 57 degrees 09'04" East, 252.00 feet along said southerly R.O.W. line to the westerly R.O.W. line of Travis Street (80 feet wide) for the southeasterly corner of Block 67 and the tract herein described;

THENCE, South 32 degrees 50'56" West, 251.50 feet along said westerly R.O.W. line to the northerly R.O.W. line of said Capital Avenue for the southwesterly corner of Block 67 and the tract herein described;

THENCE, North 57 degrees 09'04" West, 252.00 feet along said northerly R.O.W. line to the POINT OF BEGINNING, containing a computed area of 63,378 square feet of land.